



City of Norfolk

RFP 4846-0-2016/JP

Branding and Logo Development Services

Issuing Office: Office of the Purchasing Agent

Attn: Joseph Patterson, Buyer II

232 E. Main Street, Suite 250

Norfolk, VA 23510

V: 757-823-4588

joseph.patterson@norfolk.gov

Issued: April 22, 2016

RFP DUE DATE AND TIME: May 26, 2016

2:00 p.m. Eastern Standard Time

ACKNOWLEDGE RECEIPT OF ADDENDA: #1_____ #2_____ #3_____ #4_____ (Please Initial)

THE UNDERSIGNED AGREES TO PERFORM ANY CONTRACT AWARDED AS A RESULT OF THIS RFP, IN ACCORDANCE WITH THE REQUIREMENTS AND TERMS & CONDITIONS SPECIFIED HEREIN. THE SIGNATURE BELOW SHALL BE PROVIDED BY AN AGENT AUTHORIZED TO BIND THE COMPANY. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN REJECTION OF THE PROPOSAL.

Offeror's Legal Name:	
Virginia State Corporation Commission Number:	
Offeror's Contact Name:	
Offeror's Contact Email Address:	
Offeror's Contact Telephone Number:	
Authorized Agent Signature:	
Authorized Agent Name (Printed):	
Authorized Agent Contact Email:	
Authorized Agent Contact Phone:	
Date of Proposal:	

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SECTION I – BACKGROUND, PURPOSE AND SCOPE OF SERVICES

A. Purpose:

The City of Norfolk's (the "City") Department of Cultural Facilities, Arts and Entertainment, currently branded as SevenVenues is seeking logo development and brand messaging services for an update of the SevenVenues brand. SevenVenues expects the Contractor ("consultant") to offer professional services, design, and technical skills in two (2) components:

Component 1: Logo and Brand Messaging Development

Component 2: Logo and Brand Messaging Implementation in the Marketplace

The goals for the project include:

- Assess the current SevenVenues brand
- Create a new logo
- Create new brand messaging
- Test this logo/brand messaging on focus groups
- Report focus group feedback
- Provide mock ups of the logo and brand messaging on internal/external materials
- Recommend a reveal and implementation plan

The resulting contract of this RFP will begin on or around July 18th, 2016 and all services must be completed within five (5) months.

B. Background:

The City of Norfolk's Department of Cultural Facilities, Arts and Entertainment, currently branded as SevenVenues, serves to link Norfolk's residents, visitors and tourists to the area's rich cultural arts and entertainment community. SevenVenues is host to a variety of entertainment programs and arts organizations including the Broadway In Norfolk series, Norfolk Tides baseball, Norfolk Admirals hockey, the VA Symphony, the VA Opera, the VA Stage Company as well as numerous pop concerts, comedy shows, family shows and lecture series. In addition to providing entertainment services, SevenVenues is also responsible for the maintenance, repair, management and operation of the City's seven public assembly facilities which include: Scope Arena, Prism Theatre at Scope, Chrysler Hall, Attucks Theatre, Wells Theatre, the Harrison Opera House, and Harbor Park.

SevenVenues functions as a major attraction for the City of Norfolk and maintains its own logo, website and brand outside of the City of Norfolk's brand. The SevenVenues logo and brand was developed and launched in 2006. Since then, the City of Norfolk's Special Events team has joined SevenVenues, inevitably changing the scope of services and overall departmental mission/vision. Special Events primarily handles outdoor events in Norfolk as well as numerous events in Town Point Park. The current brand and logo are outdated, and with the recent restructuring, they do not accurately represent what SevenVenues now encompasses.

In addition to these changes, over the past ten years, vendors, co-presenters and media partners have complained about how difficult the current logo is to use and they avoid incorporating it into marketing materials.

SevenVenues needs a new logo that accurately reflects their scope of services and is easy to use across all media platforms.

C. Scope of Services:

SevenVenues is requesting the following scope of services from a design/brand/advertising agency:

1. The consultant shall provide the structure and process to ensure the successful completion of a new SevenVenues logo as well as brand messaging that will increase awareness of SevenVenues services and accurately represent the department. The consultant will develop a logo and brand language that will endure for, at minimum, the next 7 years.
2. The consultant shall identify a project manager who will be responsible for the overall management and engagement with the SevenVenues project manager and must: oversee status meetings; the project schedule; provide meeting notes and progress reports; and coordination of all project elements, components and participants.
3. Project tasks for the Logo and Brand Messaging Development to be performed by the consultant include, but are not limited to:
 - A review and assessment of the existing logo, brand message, and marketing materials
 - Market research to supplement qualitative and quantitative data collection
 - Needs assessment for internal and external customers
 - Recommendations for a SevenVenues logo:
 - Review current graphic standards and make recommendations for revision, enhancements, and/or expansion.
 - Provide samples of potential logos
 - Update visual elements, to include, but not limited to building signage, internal templates and digital assets.
 - Recommendations for brand messaging to unify SevenVenues mission and vision which may include:
 - Creation of key messages
 - Creation of key messages for target audiences
4. Target Audiences include:
 - Existing patrons
 - Potential patrons
 - Media partners
 - Millennials
 - Generation Z – middle school and up
 - Community college students
 - Seniors
 - Show promoters
 - Tourists

- Brides
 - Local business community
 - State and local governments
5. SevenVenues seeks to update the current logo and brand messaging in order to deliver clear, concise information in an easy to comprehend manner. Proposals should address the consultant's abilities and relevant experience to perform some or all of the critical tasks in the context of the scope of services proposed.

Component 1: Logo and Brand Messaging Development (Research and Best Practices)

A key component of the logo and brand messaging development will be to ensure that the consultant's plans are formed by the very people who are or would become SevenVenues patrons. This should be in the form of community meetings and/or focus groups and other outreach activities as clearly identified in the consultant's proposal. The consultant will organize, facilitate, and manage these outreach events including planning, facilitation, communicating with stakeholders, advertising, setting up meeting space, and providing food or beverages (if needed). The consultant shall develop public outreach materials if applicable. The consultant will update and maintain a record (and/or data) of event locations and, stakeholder contacts, including representatives from community groups, and document the meetings activities and gathered information, and take meeting minutes.

The following is a potential list of stakeholders who may be engaged:

- SevenVenues Patrons
- Broadway Subscribers
- SevenVenues Marketing Department
- Local Arts Organizations
- SevenVenues Tenants
- Local Senior Groups
- Local College Students
- Media Partners

Component 1: Deliverables

The deliverables as described below are the minimum requirements of this phase. SevenVenues expects the consultant to provide details on how they will approach this task and provide a work product that meets the phase description, the deliverables, and requirements.

Deliverable 1: Presentations and handout materials to support focus group meetings

1.1 Consultant shall organize outreach events, which include:

- Planning
- Facilitation and management of the event
- Coordinate with SevenVenues to arrange space
- Communicating with stakeholders

- Advertisement of meetings
- Take meeting minutes and notes
- Providing food or beverages if needed
- Coordinate with SevenVenues the recommended topics and structure of focus groups

1.2 Consultant shall develop public outreach materials, if applicable.

Deliverable 2: Stakeholder Interview Summary

2.1 The consultant shall document and maintain a detailed narrative of stakeholder interviews and meetings.

2.2 The consultant shall update and maintain a record (and/or data) of event locations.

2.3 The consultant shall update and maintain a database of stakeholder contacts, including representatives from community groups.

Deliverable 3: Logo samples, brand messaging examples, and written analysis of results

3.1 Consultant shall develop at least three versions of a company logo for SevenVenues.

3.2 Document (in a written and electronic report) how these logos will allow consumers to more readily associate and identify SevenVenues services.

3.3 Develop brand messaging to accompany the suggested logos.

3.4 Test logo and brand messaging with focus groups.

Deliverable 4: Best Practices Summary and Report

4.1 Provide a detailed (written and electronic) report that includes all information pertaining to all sections encompassed in this project's scope of work. This includes best practices for each deliverables/task. The consultant shall be required to provide a draft of the framework of this report, and a draft of the report to be reviewed and feedback provided from the SevenVenues Marketing Department.

4.2 The consultant will be required to provide a minimum of three (3) copies of this final report to SevenVenues.

Component 2: Logo Implementation and Brand Messaging

The deliverables as described below are the minimum requirements of this phase. SevenVenues expects the consultant to provide details on how they will approach this task and provide a work product that meets the phase description, the deliverables, and the requirements.

Consultant shall develop, utilize, and compile all research, recommendations and written reports to be reviewed by SevenVenues staff. The report shall include methods of monitoring metrics, assessment criteria, and provide recommendations on logo implementation and

maintaining brand messaging throughout the organization. Performance measurements are also required to ensure the logo and brand messaging remains relevant and consistent throughout the seven-year plan. Based on feedback received from the SevenVenues Marketing Department, several iterations of draft documents may be required.

Component 2 Deliverables:

Deliverable 5: Brand Language

5.1 The consultant shall create and provide examples of the new SevenVenues brand copy in the form of print and digital ads.

5.2 Make recommendations regarding best practices for logo and brand messaging implementation in the marketplace.

Deliverable 6: Graphics Templates

6.1 The consultant shall create and provide mock-ups and templates of SevenVenues marketing materials incorporating the new logo and brand messaging to ensure a uniform look.

6.1.1 This may include, but is not limited to: Email signatures, e-blasts, letters, memos, letterhead, venue signage, standard presentation material (ex: PowerPoint template), print, TV and digital ads, business cards and uniforms.

6.1.2 Templates must be in a format that is approved by SevenVenues staff.

Deliverable 7: Brochures

7.1 The consultant shall provide graphic design services and templates for the production of event schedules, event guides and other informational brochures. The consultant may be required to provide printing services as a part of this project.

7.1.1 Current brochures include:

- Monthly Event Guide
- Monthly Event Calendar

Deliverable 8: Signage Templates

8.1 Consultant shall provide templates/examples of the logo which the City can transfer to signs of various sizes. Examples of possible signage the City may use include:

- Front and side entrance signs
- Main lobby wall sign (inside Scope Arena)
- Street entrance sign
- Parking garage signs
- Way finding signs
- Marquee signs
- Vehicle Decals

D. Responsibilities of the City:

In addition to the responsibilities of the City set forth elsewhere in this solicitation, the City will:

1. Make full and timely monthly payment to the contractor for watch and parking services rendered. The Contractor will submit within applicable five (5) business days at the end of each month a detailed monthly billing for services provided in the preceding month and the City will make payment within 30 days of receipt of billing. Beyond the hourly billed service rates, the City will not be responsible or liable for any other expenses, costs or fees incurred by the Contractor in the performance of their duties under the agreement created from this solicitation.
2. Provide at no charge to Contractor, sufficient office space to permit the Contractor to carry out its obligations hereunder in an efficient and effective manner, together with the necessary utilities to operate such an office.
3. Provide (8) reserved parking space for the Contractor's on-site designated staff at no charge to the Contractor.
4. Provide adequate space for any meetings to occur between the contractor and its employees.
5. Preserve for a period of not less than one (1) year following the termination of the Agreement, all books and records maintained relative to the payment of invoices presented by the Contractor in accordance with this Agreement.

SECTION II – INSTRUCTIONS TO OFFERORS

A. Contact with City Staff, Representatives, and/or Agents:

Direct contact with City staff, representatives, and/or agents other than the Issuing Office staff on the subject of this RFP or any subject related to this RFP is expressly prohibited except with the prior written permission of the Purchasing Agent.

B. Offerors of Record:

Offerors receiving a copy of this RFP from a source other than the Issuing Office, DemandStar (www.demandstar.com) or eVA (www.eva.virginia.gov) shall contact the Issuing Office to confirm registration.

C. Pre-proposal Conference:

There will be a pre-proposal conference on May 5, 2016 at 2:00 p.m. at the Scope Arena located at 201 E Brambleton Ave, Norfolk, VA 23510. The pre-proposal conference is not mandatory.

D. Questions and Addenda:

Offerors shall carefully examine this RFP and any addenda. Offerors are responsible for seeking clarifications, in writing, of any ambiguity, conflict, omission, or other errors in this RFP. Questions shall be addressed to Joseph Patterson, Buyer II at joseph.patterson@norfolk.gov. If the answer materially affects this RFP, the information will be incorporated into an addendum and posted on DemandStar, eVA, and City website. This RFP and any addenda shall be incorporated, by reference, into any resulting agreement. Offeror is responsible for checking DemandStar, eVA or with the Issuing Office within 48 hours prior to the proposal closing to secure any Addendum issued as part of this RFP.

Oral comments and/or instructions do not form a part of this RFP. Changes or modifications to this RFP made prior to the date and time of closing will be addressed by addenda from the Issuing Office. This RFP and any addenda will be incorporated, by reference, into any resulting Agreement.

All questions shall be submitted no later than 5:00 p.m. EST on May 12, 2016, no late questions will be considered. The answers to questions submitted will be provided in Addendum 1 which shall be posted on May 17, 2016.

E. Offeror Obligation:

Offeror shall carefully examine the contents of this RFP and any subsequent addenda and inform itself fully of the conditions relating to services required herein. Failure to do so shall not relieve the successful offeror of its obligation to fulfill the requirements of any contract resulting from this RFP.

F. Anti-Collusion

Collusion or restraint of free competition, direct or indirect, is prohibited. Offerors are required to execute the anti-collusion statement. **See Attachment A.**

G. Ethics in Public Contracting

The Offeror shall familiarize itself with Chapter 33.1, Article VII (§§ 33.1-86 through 33.1-93) of the Code of the City of Norfolk, Virginia, 1979, as amended, entitled "ETHICS IN PUBLIC CONTRACTING," including the additional statutes set forth in § 33.1-86 thereof, which are attached. The offeror shall

abide by such provisions in submission of its proposal and performance of any contract if awarded. **See Attachment B.**

H. Debarment Certification

The certification regarding debarment, suspension, proposed debarment, and other responsibility matters attached to this RFP must be executed and returned with proposals. **See Attachment D.**

I. Schedule of Events:

Event	Date
RFP Issued	4/22/16
Pre-Proposal	5/5/16 @ 2:00 PM EST
Question 1 Deadline	5/12/16 @ 5:00 PM EST
Addendum 1 Issued	5/17/16
Proposals Due	5/26/16 @ 2:00 PM EST
Oral Presentations	Week of 6/6/16 (subject to change)
Negotiations	Week of 6/13/16 (subject to change)
Intent to Award Posted	6/24/16 (subject to change)
Contract Begins	On or around 7/18/16

J. RFP Closing:

Offeror shall ensure its Proposal is delivered to and is time stamped by the Issuing Office no later than the Closing Date and Time shown on the cover page of this RFP. Proposals received after the specified date and time (time stamped 2:01 P.M. or later) will not be considered and will be returned to the Offeror unopened.

K. Proposal Binding For One-hundred Eighty (180) Days:

Offeror agrees that its proposal shall be binding and may not be withdrawn for a period of one-hundred eighty (180) calendar days after the scheduled closing date of this RFP.

L. Disposition of Proposals:

All materials submitted in response to this RFP will become the property of the City on receipt by the City. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and open to Virginia Freedom of Information Act (VFOIA) public inspection. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the City except as to the disclosure restrictions contained in Section III, letter H, "Proprietary Information/Non-Disclosure."

M. Award:

The award of a contract shall be at the sole discretion of the City. The award will be made to the Offeror whose proposal is determined to be most advantageous to the City, taking into consideration the evaluation factors set forth in this RFP. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive informalities. The City also reserves the right to enter into any contract deemed to be in its best interest, including the award of a contract to more than one offeror.

Offerors shall submit proposals, in accordance with the RFP requirements and maintain compliance with all federal, state and local laws and regulations. The City further reserves the right to make award based on initial proposals submitted without further discussion of the proposals or deliberation. Therefore, the proposals should be submitted initially on the most favorable terms that the offerors can propose with respect to both price and technical capability. The contents of the proposal(s) of the selected offeror(s), as negotiated, will be incorporated and made a part of any City contractual obligation when the award is made. Proposals will be initially evaluated on the basis of the written material provided, with clarifications requested as needed by the Office of the Purchasing Agent.

N. Protests:

Any offeror, who desires to protest the award or decision to award a contract, shall submit the protest in writing to the City's Purchasing Agent no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Public notice of the award or the announcement of the decision to award shall be given by the City, in the manner prescribed in the terms or conditions of the RFP.

No protest shall lie for a claim that the selected offeror is not a responsible offeror. Notwithstanding the requirements specified herein, and to be considered valid, the written protest shall be addressed to the City's Purchasing Agent and shall include the basis for the protest and the relief sought. The City shall issue a decision in writing stating the reasons for the action taken. This decision shall be final unless the offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in City Code §33.1-106. Nothing in this subsection shall be construed to permit an offeror to challenge the validity of the terms or conditions of the RFP. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this chapter shall not be affected by the fact that a protest or appeal has been filed.

SECTION III– PROPOSAL SUBMITTAL REQUIREMENTS

A. General:

Proposals must be submitted in hard copy, ONE (1) fully executed copy of RFP cover page for this solicitation, shall be the first page in the first section of the Proposal. The copy of the Proposal Form in the Proposal marked "ORIGINAL", shall include an original longhand signature. The additional copies required herein may be photocopies of the original. Copies shall not deviate in any way from the original.

The offeror's proposal shall address the below areas, not exceeding the stated page limitations (if any). The proposal shall be limited to a page size of 8 ½" x 11", single space and type size shall not be less than 10 point font for each response item. Note: for page-counting purposes, a page equals a one-sided sheet. If a page limit is not noted within the section below there is no page limit.

Offerors shall submit their proposals with the required information in the order listed below. Additional instructions are in the Instructions to offerors section of this solicitation.

B. Proposal Standards:

Proposal submitted in response to this solicitation shall meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors and shall be submitted in a format outlined herein. Whenever possible, proposals submitted in response to this solicitation shall comply with the following guidelines:

- All copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- All copies shall be double-sided;
- Covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of pages (proposals with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided;
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided; and
- Numbered tabs and dividers are required for each of the sections listed and in the order below:
 - I. RFP COVER PAGE & ATTACHMENTS A, B, C, D, E, AND F, FILLED, SIGNED or INITIALED AS NECESSARY
 - II. INTRODUCTION OF OFFEROR
 - III. EXPERIENCE IN PROVIDING SIMILAR SERVICE
 - IV. APPROACH AND CAPACITY
 - V. REFERENCES
 - VI. PRICING (Tab VI to be submitted in a separate sealed envelope)
 - VII. EXCEPTIONS TO THE CITY'S CONTRACTUAL TERMS AND CONDITIONS

C. Unnecessarily Elaborate Responses:

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the respondent's lack of cost consciousness. Elaborate or expensive art work, paper, bindings, and visual and other presentations are neither necessary at this time nor desired by the City.

D. Proposal Submission:

One (1) proposal with a Proposal Cover Page containing an original longhand signature, and four (4) additional copies, each including a photocopy of the original signed Proposal Cover Page (five (5) copies total), and five (5) electronic CD copies, shall be submitted by hand or mail in a sealed envelope no later than the time and date deadline specified in this solicitation to:

Attn: Joseph Patterson, Buyer II
City of Norfolk, Virginia
Office of the Purchasing Agent
Suite 250
232 E. Main Street
Norfolk, Virginia 23510

Timely submission of the proposal is solely the responsibility of the offeror. Proposals received after the specified date and time will be rejected. The exterior of the envelope or package shall indicate the name of the offeror, the scheduled proposal submission date and time, and the number of the solicitation. The time and date of receipt shall be indicated on the envelope or package by the Office of the Purchasing Agent. Proposals not submitted in the number of copies requested are subject to immediate rejection. Proposals submitted by facsimile or electronically will not be accepted.

Failure to submit a proposal with a fully-completed RFP Cover Page using the Cover Page provided in this solicitation shall be cause for rejection of the proposal. The Cover Page must be signed by a person authorized to legally bind the offeror.

Modification of or additions to any portion or terms of the solicitation may be cause for rejection of the proposal; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a proposal as nonresponsive.

Proposals and all documents related to this solicitation submitted to the City by an offeror or a prospective offeror shall, upon receipt by the City, become the property of the City.

Offerors shall respond to this RFP with written proposal in the format outlined below. The proposal shall include as a minimum of the following sections, each under separate tabs:

I. RFP COVER PAGE & ATTACHMENTS A, B, C, D, E, AND F, FILLED, SIGNED or INITIALED AS NECESSARY

Offerors shall complete the first page of the RFP, sign and submit with their proposal. Attachments to this RFP shall be filled and initialed or signed as necessary and submitted as part of proposals.

II. INTRODUCTION OF OFFEROR

The Offeror's proposal shall contain an executive summary that summarizes its overall capabilities and approaches for accomplishing the services specified herein. This summary shall also identify anticipated challenges and/or barriers to completion, cost saving opportunities and other creative approaches. The offeror shall provide a brief history of the firm's history, growth, length of time in business, and number of employees.

III. EXPERIENCE IN PROVIDING SIMILAR SERVICE

Offerors shall demonstrate their past experience with the scope of service:

List and provide examples of a minimum of three (3) and a maximum of ten (10), past agencies where you have provided the same type of service within the last five (5) years from the date of this RFP. Limit the number of pages to two (2) pages per project. Each example must include a detailed narrative of service provided to each agency. Samples of developed logos and brand language must accompany each agency narrative.

IV. APPROACH AND CAPACITY

Offeror shall detail the proposed approach to provide the requested services and capacity of current or future staff to meet the demands of the City. Offeror shall provide the credentials of the key program staff members and the manager's portfolio of experience, as well as an organizational chart which describes the division of responsibilities among the members of the staff. Offeror shall also provide all relevant certifications, include the names of subcontractors, their identification, their areas of expertise, and a description of how they will be used in performance of the services.

1. Approach and Methodology.

The Offeror shall:

- a. Detail its understanding of the scope of the project, its technical requirements, and the proposed methodology for delivery of services. Describe in narrative form, the approach/philosophy for providing services to the City of Norfolk. Clearly explain all the steps involved in performing the work in the length of time provided. Any information and data that the Offeror will require from the City must be identified in this section.
- b. Demonstrate experience working collaboratively with public and private stakeholders in a wide range of settings (i.e., one-on-one meetings, group meetings, community forums and formal presentations before elected or appointed bodies).

2. Work Plan.

The Offeror shall include a proposed timeline detailing all required major tasks and sub-tasks to be completed based on the Scope of Work. This description should discuss how each task/deliverable will be completed and should include a project management chart detailing all major tasks, sub-tasks, critical path items, total number of days from date of Contract Execution to final completion. This or another chart should also include the estimated level of effort proposed for each task, including the staff to be assigned to that task, number of hours per person per task, total number of hours and other resources proposed by the contractor, including any incidentals such as travel and printing, to complete the Work.

The Offeror shall:

- a. Demonstrate experience preparing concise, well-written reports with supporting documentation and demonstrate experience preparing and presenting subject matter of reports and supporting materials in public presentations.
- b. The Offeror shall detail any concerns it may have in being able to successfully perform the Work and how it plans to mitigate any concern.

V. REFERENCES

Provide names, addresses and telephone numbers of at least three (3) organizations for whom your agency provided services as requested above in the past five (5) years, from the date of issuance of this RFP. At a minimum, offerors shall provide the following information: Name of an individual from that organization that can provide information regarding the quality of services provided by your firm; Contact person's email address, and phone number; and description of the services provided by your firm for the client.

VI. PRICING (Separate sealed envelope)

Offeror shall provide itemized pricing to reflect costs per deliverable per component and shall also provide the total cost for the work. Pricing shall be submitted in a separate sealed envelope.

VII. EXCEPTIONS TO THE CITY'S CONTRACTUAL TERMS AND CONDITIONS

Identify any exceptions to the City's Contractual Terms and Conditions, including any proposed revision(s), and an explanation of why any such revision is needed. NOTE: review of exceptions to the City's Contractual Terms and Conditions will not be performed during the evaluation of written proposal, and is therefore not part of the evaluation criteria for review of written proposals.

E. Proposal Evaluation Process:

Evaluation of proposals will be under the complete jurisdiction of the City. It is the intent of this RFP that all services be prepared complete in all respects without need by the City for engaging separate technical expertise of services. Upon receipt of the proposals, the City will evaluate all materials submitted by responding firms and rank the proposals using the following 100-point scale:

Criterion	Points
Introduction of Offeror	10
Experience Providing Similar Services	35
Approach and Capacity	40
Price	15
TOTAL	100

Pricing will be evaluated objectively. Offeror shall provide it's pricing with the proposal under TAB VI in a sealed envelope. Evaluation committee members will evaluate introduction, experience in providing similar services, approach and capacity.

Cost will be evaluated based on the lump sum cost.

The City will compute the total of 15 points for pricing with the following equation:

$$\begin{aligned} &[\text{Lowest Price}] / [\text{Individual totals}] = X \\ &X(15) = [\text{Point number received for price}] \end{aligned}$$

F. Presentation Preparation:

If, in the City's opinion, offeror presentations or demonstrations of the proposal are warranted, the City will notify the selected offerors. Such presentation or demonstration will be at a City site at a date and time mutually agreed to between the City and offeror and travel will be at the offeror's expense.

G. Preparation of Proposals:

In presenting their proposals, offerors are encouraged to be thorough in addressing the specific requirements and scope of work in the RFP, the Proposal Submittal Requirements, and the Preparation of Proposals items outlined in this RFP.

It is solely the offeror's responsibility to ensure that all pertinent and required information is included in its proposal. Failure to adhere to the described format and to include the required information could result in disqualification or a poor evaluation of the offeror's proposal. The City reserves the right to determine if a proposal is incomplete or non-responsive. Each element should be completed and omissions shall be explained. Exceptions/Alternatives - Detail any exceptions taken to the Scope of Services or any other provision of this RFP under Tab VII. For each exception, offeror will specify the RFP page number, section number, and the exception taken. Offeror must not incorporate its standard contract document into its proposal, by reference or in full text, without listing each exception it represents to the terms and conditions of this RFP, as described in the Exceptions/Alternatives section of this RFP.

H. Proprietary Information/Non-Disclosure:

Offeror is advised that City Code section 33.1-9 and Section 2.2-4342 of the Code of Virginia, 1950, as amended, shall govern public inspection of all records submitted by Offeror. Specifically, if Offeror seeks to protect any proprietary data or materials, pursuant to Section 2.2-4342, Offeror shall invoke the protections of this section prior to or upon submission of the data or other materials, provide a statement that identifies the data or other materials to be protected and states the reasons why protection is necessary, submit trade secrets, confidential documents or other proprietary information under separate cover in a sealed envelope clearly marked "PROPRIETARY".

Submitted information that does not meet the above requirements will be considered public information in accordance with State statutes. References to the proprietary information may be made within the body of the proposal; however, all information contained within the body of the proposal shall be public information in accordance with State statutes. Trade secrets, confidential documents or proprietary information submitted by an offeror in conjunction with this RFP are not subject to public disclosure under the Virginia Freedom of Information Act ("VFOIA"). Information submitted that does not meet the above requirements will be considered public information in accordance with the VFOIA. An all-inclusive statement that the entire Proposal is proprietary and/or confidential is unacceptable. A statement that offeror's costs and/or proposal pricing are to be protected is unacceptable. Offeror will be requested to remove any such statement(s) in order to be eligible for further consideration.

I. Cost incurred in Responding:

This RFP does not commit the City to pay any costs incurred in the preparation and submission of proposals or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.

SECTION IV – TERMS AND CONDITIONS

A. Insurance Requirements/Indemnification:

The Consultant shall defend, indemnify and save harmless the City of Norfolk, Virginia and its representatives from and against losses and claims, demands, suits, actions, payments and judgments arising from personal injury or otherwise, brought or recovered against the City or its representatives by reason of any negligent act or omission of the Consultant, its agents, servants or employees, in the execution of the contracted work, including any and all expense, legal and otherwise, incurred by the City or its representatives in the defense of any claim or suit.

Contractor will maintain during the term of this agreement insurance of the types and in the amounts described below. All insurance policies affected by this agreement will be primary and noncontributory to any other insurance or self-insurance maintained by the City, and will be written in an ISO form approved for coverage in the Commonwealth of Virginia. Policy limits may be met via either a singular policy, or in combination with primary and excess, or umbrella, insurance policies. All policies will provide that the Contractor will receive at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the policies. Unless otherwise specifically approved by the City, all general liability and automobile/vehicle liability policies will include the City of Norfolk, Va. and its employees as "Additional Insured", and be written as an "occurrence" base policy. If the Contractor fails to maintain the insurance as set forth in this Agreement, the City has the right, but not the obligation, to purchase such insurance at Contractor's expense

COMMERCIAL GENERAL LIABILITY INSURANCE (CGL) with a limit of not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. CGL will cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and liability assumed under insured contract. Such insurance coverage shall include "Advertising Injury" coverage for claims or suits that arise from oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; oral or written publication of material that violates a person's right of privacy; misappropriation of advertising ideas or style of doing business; or infringement of copyright, title or slogan.

WORKER'S COMPENSATION INSURANCE providing coverage as required by applicable Federal and, or, States' statutes, and Employer's Liability Insurance. The limits of such policies will be at least \$500,000 per accident/disease, and policy limit of \$500,000.

AUTOMOBILE/MOTOR VEHICLE LIABILITY INSURANCE with a limit of not less than \$2 million combined single limit; or, Bodily Injury \$1,000,000 each person, \$2,000,000 accident, and Property Damage \$100,000 each accident. Such insurance must cover liability arising from any motor vehicle as defined by Commonwealth of Virginia laws and must include coverage

for owned, hired and non-owned motor vehicles, as well as uninsured and underinsured motorists.

PROFESSIONAL/ERRORS & OMISSIONS LIABILITY INSURANCE that will protect the Contractor against legal liability from alleged negligence or errors and omissions, including personal injury, which may arise from the performance of the Contractor's duties and obligations under this contract, and for three years thereafter, whether such operations be by the Contractor, the Contractor's staff, or by any Subcontractor or anyone directly or indirectly employed by either of them. Coverage will include claims or suits arising out of actual or alleged infringement of patent, copyright, trademark, trade name, trade dress, trade secret, or other types of intellectual property. The minimum acceptable limits of liability to be provided by such Professional Liability Insurance are \$1,000,000 each occurrence, \$2,000,000 aggregate.

Contractor will, at all times during the occupation of City premises maintain property insurance with replacement values limits that covers damage by fire or other perils to the Contractor's inventory, furniture, fixtures and equipment and all parts of the Premises for which the Contractor is responsible as described in this Contract/Agreement.

INSURANCE POLICIES/CERTIFICATE OF INSURANCE

CONTRACTOR will furnish the CITY with two (2) copies of the policies, or a certificate(s) of insurance evidencing policies, required in this Agreement. The certificate(s) will specifically indicate that the insurance includes any extensions of coverage required above. In the event of cancellation of, or material change in, any of the policies, the Contractor will notify the City within at least 14 days after receiving notice of such cancellation or policy change and provide evidence that insurance coverage is in place to meet the requirements of this agreement.. If the Certificate indicates coverage applicable insurance policies will expire prior to completion of all terms of this Agreement/Contract, the CONTRACTOR will furnish a certificate of insurance evidencing renewal of such coverage to the CITY within 10 days of the effective date such renewal. All certificates will be executed by a duly authorized representative of each insurer, showing compliance with the requirements of this agreement. Failure of the City, and, or the City's designated agents for this Contract/Agreement, to (1) demand such certificates or other evidence of full compliance with these requirements, and, or, (2) identify a deficiency from evidence that is provided, will not be construed as a waiver of the Contractor's obligation to maintain the insurance required in this Contract/Agreement.

SUBCONTRACTOR'S INSURANCE: The Contractor will require each of his Sub-Contractors to take out and maintain during the life of the subcontract insurance coverage of the same type and limits required of the Contractor for work performed by the sub-contractor. Each Sub-contractor will furnish to the Contractor two (2) copies of the policies, or certificates of insurance, evidencing the applicable insurance. The Sub-Contractor will comply with the same requirements regarding indications of coverage, renewal and submission of policies as

is required of the Contractor. The Contractor will furnish at least one copy the Sub-Contractor's policies/certificate to the City.

B. Tax Exemption:

The City is exempt from federal excise tax and from all State and local taxes. Offeror shall not include such taxes in any invoices under the contract. Upon request, the City will furnish the offeror with tax exemption certificates or the City's tax exempt number.

C. Nondiscrimination:

The Consultant agrees that it will adhere to the nondiscrimination requirements set forth in Code of the Norfolk City § 33.1-53, which will be incorporated into any contract awarded. **See Attachment C.**

D. Compliance with Federal Immigration Law:

The Offeror shall certify that, at all times during which any term of an agreement resulting from this RFP is in effect, it does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General. **See Attachment E.**

E. Compliance with State Law – Authorization to Transact Business in the Commonwealth:

Offeror shall represent that it is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. **See Attachment F.**

F. Solicitation:

The Offeror shall not solicit, entice, hire, or otherwise interfere with the employment relationship of any employees of the City with whom the offeror comes into contact as a result of work under this procurement during the term of the contract and for six (6) months thereafter.

G. Cooperative Agreement:

This solicitation is being conducted under the provisions of § 2.2-4304 of the Virginia Public Procurement Act, "Cooperative Procurement", as stated, a public body may purchase from another public body's contract even if it did not participate in the request for proposal or invitation to bid, if the request for proposal or invitation to bid specified that the procurement was being conducted on behalf of other public bodies.

If authorized by the Contractor, the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at contract prices in accordance with the terms of the contract.

Any jurisdiction using such contracts shall place its own orders(s) directly with the successful Contractor(s). Any entity using such contracts shall enter into its own contract directly with the Consultant.

ATTACHMENT A: ANTI-COLLUSION STATEMENT

TO ALL OFFERORS: EXECUTE AND RETURN WITH PROPOSAL DOCUMENTS.

In the preparation and submission of this proposal, on behalf of _____ (name of offeror), we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS § 1 *et seq.*, or the Conspiracy to Rig Bids to Government statutes, Virginia Code §§ 59.1-68.6 through 59.1-68.8.

The undersigned offeror hereby certifies that this agreement, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, the City of Norfolk has an interest in, or is concerned with, this proposal; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this proposal.

Signature: _____

Name: _____

Title: _____

Date: _____

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ATTACHMENT B: ETHICS IN PUBLIC CONTRACTING

Sec. 33.1-86. - Purpose.

The provisions of this chapter supplement, but do not supersede, other provisions of law including but not limited to, the State and Local Government Conflict of Interests Act (Virginia Code, § 2.1-639.1 et seq.), the Virginia Governmental Frauds Act (Virginia Code, § 18.2-498.1 et seq.), and Articles 2 (Virginia Code, § 18.2-438 et seq.) and 3 (Virginia Code, § 18.2-446 et seq.) of Chapter 10 of Title 18.2 (related to bribery). The provisions of this article apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act.
(Ord. No. 33,095, § 1, 9-11-84; Ord. No. 34,573, § 2, 6-30-87)

Sec. 33.1-87. - Proscribed participation by public employees in procurement transactions.

Except as may be specifically allowed by provisions of the State and Local Government Conflict of Interests Act (Virginia Code, section 2.1-639.1 et seq.), no public employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of the public body when the employee knows that:

1. The employee is contemporaneously employed by a bidder, offeror or contractor involved in the procurement transaction; or
2. The employee, the employee's partners, or any member of the employee's immediate family holds a position with a bidder, offeror or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five (5) percent; or
3. The employee, the employee's partner, or any member of the employee's immediate family has a pecuniary interest arising from the procurement transaction; or
4. The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with a bidder, offeror or contractor.

(Ord. No. 33,095, § 1, 9-11-84; Ord. No. 34,573, § 3, 6-30-87)

Sec. 33.1-88. - Solicitation or acceptance of gifts.

No public employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from a bidder, offeror, contractor or subcontractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. The city may recover the value of anything conveyed in violation of this section.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-89. - Disclosure of subsequent employment.

No public employee or former public employee having official responsibility for procurement transactions shall accept employment with any bidder, offeror or contractor with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the city unless the employee, or former employee, provides written notification to the city manager prior to commencement of employment by that bidder, offeror or contractor.
(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-90. - Gifts by bidders, offerors, contractors or subcontractors.

No bidder, offeror, contractor or subcontractor shall confer upon any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-91. - Kickbacks.

1. No contractor or subcontractor shall demand or receive from any of his suppliers or his subcontractors, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.
2. No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.
3. No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.
4. If a subcontractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the city and will be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-92. - Purchase of building materials, supplies or equipment from architect or engineer prohibited.

Except in cases of emergency, no building materials, supplies or equipment for any building or structure constructed by or for the city shall be sold by or purchased from any person employed as an independent contractor by the city to furnish architectural or engineering services, but not construction, for such building or structure, or from any partnership, association, or corporation in which such architect or engineer has a pecuniary interest.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-92.1. - Participation in bid preparation; limitation on submitting bid for same procurement.

No person who, for compensation, prepares an invitation to bid or request for proposals for or on behalf of the city shall:

- i. Submit a bid or proposal for that procurement or any portion thereof; or
- ii. Disclose to any bidder or offeror information concerning the procurement that is not available to the public. However, the city may permit such person to submit a bid or proposal for that procurement or any portion thereof if the city determines that the exclusion of the person would limit the number of potential qualified bidders or offerors in a manner contrary to the best interests of the city.

(Ord. No. 43,223, § 2, 9-9-08)

Sec. 33.1-92.2. - Certification of compliance required; penalty for false statements

1. The city may require public employees having official responsibility for procurement transactions in which they participated to annually submit for such transactions a written certification that they complied with the provisions of this article.
2. Any public employee required to submit a certification as provided in subsection (1) who knowingly makes a false statement in the certification shall be punished as provided in section 33.1-95.

(Ord. No. 43,223, § 2, 9-9-08)

Sec. 33.1-92.3. - Misrepresentations prohibited.

No public employee having official responsibility for a procurement transaction shall knowingly falsify, conceal, or misrepresent a material fact; knowingly make any false, fictitious or fraudulent statements or representations; or make or use any false writing or document knowing it to contain any false, fictitious or fraudulent statement or entry.

(Ord. No. 43,223, § 2, 9-9-08)

Sec. 33.1-93. - Penalty for violation.

Willful violation of any provision of this article shall constitute a Class 1 misdemeanor. Upon conviction, any public employee, in addition to any other fine or penalty provided by law, shall forfeit his employment.

(Ord. No. 33,095, § 1, 9-11-84)

State Law reference— Similar provisions, Code of Virginia, § 11-80.

Sec. 33.1-94—33.1-100. - Reserved.

Initial: _____

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ATTACHMENT C: NONDISCRIMINATION

Sec. 33.1-53. - Employment discrimination by contractor prohibited.

Every contract over one thousand dollars (\$1,000.00) shall include or incorporate by reference the following provisions:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontractor or purchase order of over ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

(Ord. No. 33,095, § 1, 9-11-84; Ord. No. 39,912, § 1, 4-11-2000)

Initial: _____

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ATTACHMENT D: DEBARMENT CERTIFICATION

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

I. CERTIFICATION.

The offeror certifies, to the best of its knowledge and belief, that—

(i) The offeror and/or any of its Principals—

(A) Are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal, state or local agency;

(B) Have ___ have not ___, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The offeror has ___ has not ___, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal, state or local agency.

“Principals,” for the purposes of this certification, means officers; directors; City’s; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

II. INSTRUCTIONS.

a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this RFP. However, the certification will be considered in connection with a determination of the offeror’s responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror/PPEs knowingly

rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

III. NOTICE.

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

Signature: _____

Name: _____

Date: _____

ATTACHMENT E: COMPLIANCE WITH FEDERAL IMMIGRATION LAW

1. CERTIFICATION.

The offeror certifies, to the best of its knowledge and belief, that -

The offeror or any of its Principals at all times during which any term of the contract is in effect,
(Please fill in with your enterprise's complete name)

_____ does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

2. INSTRUCTIONS.

a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

3. NOTICE.

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, Title 18, United States Code.

Signature: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT F: COMPLIANCE WITH STATE LAW – AUTHORIZATION TO TRANSACTION BUSINESS IN THE COMMONWEALTH OF VIRGINIA

I. CERTIFICATION.

A. The offeror (Please fill in with your enterprise's complete name)

_____ certifies that it is organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50.

The identification number issued to offeror by the State Corporation Commission:

B. Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall describe why it is not required to be so authorized:

II. INSTRUCTIONS.

a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

Signature: _____

Name: _____

Title: _____